

Application for FIGTREE PACE Financing for Residential Properties

This Application requests the basic information we will need to determine the amount of FIGTREE PACE financing available for your property improvement project. Filling out the Application will take just a moment of your time.

You may contact a FIGTREE PACE representative for assistance by calling 877-577-7373.

1. Determine the eligibility of your Residential Property for financing.

A "No" answer is required for each of these questions.

Yes No

- ☐ ☐ As the property owner, are you in bankruptcy?
- ☐ ☐ Is the property listed as an asset in a current bankruptcy?
- ☐ ☐ Are there any federal or state income tax liens, judgment liens or similar involuntary liens on the property in amounts exceeding \$1,000?
- ☐ ☐ If there is/are a mortgage(s), does the total amount currently owed exceed the total assessed value of the property (as found on property tax bill)?

A "Yes" answer is required for each of these questions.

Yes No N/A

- ☐ ☐ ☐ Are the property taxes for this property current?
- ☐ ☐ ☐ If there is a mortgage on the property, is it a "jumbo" (non-conforming) loan?
- ☐ ☐ ☐ If there is a mortgage on the property, is it current?

2. Tell us about your property.

A copy of your property tax bill will provide the information requested in this section.

What is the physical property address as listed on the property tax record?

		CA	
Street Address	City	State	ZIP

What is the Assessor's Parcel Number(s) for the property?

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Which best describes the property's legal ownership? (Select one)

Note: If the property is owned by a trust, partnership, LLC or corporation, please provide supporting documents identifying authorized signers.

- ☐ Owned by individual(s)
- ☐ Owned by a trust
- ☐ Owned by a partnership
- ☐ Owned by a limited liability company (LLC)
- ☐ Owned by a corporation
- ☐ Other

If known, what kind of improvements would you like to finance?

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3. Tell us about the property owner.

What is the property owner's legal name as it appears on the property tax record?

The last four digits of the property owner's SSN will be used to verify bankruptcy eligibility.

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Owner 1

Owner 2

	OR	XXX-XX-
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Tax Identification Number (if owned by business entity)

OR

Last four digits of owner's Social Security Number

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List additional owners

Who is the primary contact for the property regarding FIGTREE PACE financing?

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Name

Email

Preferred Phone

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Street Address

City

State

ZIP

What is the relationship between the primary contact and the property? (Select one)

- ☐ Owner
- ☐ Trustee
- ☐ Partner
- ☐ Representative of the company that owns the property
- ☐ Other

4. Mortgage Lender Consent

For mortgaged properties, the Lender Consent requirement has been instituted to protect participating property owners from acceleration of mortgage payments under "due on encumbrance" or similar clauses found in some mortgage contracts.

Is there a mortgage on this property?

- ☐ Yes
- ☐ No

If you answered "Yes," FIGTREE requires your mortgage lender's consent to place a PACE lien on the property in order to provide FIGTREE PACE financing. FIGTREE may assist with obtaining this consent.

If applicable, please provide your mortgage lender's contact information and a copy of the most recent mortgage statement for the property.

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Name

Email

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Street Address

City

State

ZIP

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Preferred Phone

Account Number

5. Disclosures Regarding Rates, Fees, and Other Information

Interest Rate: Up to 7.99%* (on a FIGTREE PACE financing amount up to 10% of the property's total assessed value) fixed over useful life of improvements, up to 20 years.

*Rate subject to change based on market conditions and term of financing.

Alternative Interest Rate: A FIGTREE PACE financing amount up to 20% of the property's total assessed value may be available at a higher interest rate.

Minimum Financing: The minimum FIGTREE PACE assessment is \$5,000.

Maximum Financing: The aggregate principal amount of a FIGTREE PACE assessment may not exceed 10% of the property's total assessed value per county assessor records.

For properties determined eligible on an individual basis, FIGTREE may provide financing up to 20% of the total assessed value at a higher interest rate.

Per California law, in no case may the sum of annual assessment payments and annual property tax payments exceed 5% of the property's value. FIGTREE will determine financing amounts within these parameters.

Payments: Payments are due semi-annually as an assessment line-item on the property tax bill. Payments for FIGTREE PACE assessments are due at the same time as property taxes and payable to the tax collector of the county in which the property is situated.

Rebates and Incentives: Certain retrofit projects may be eligible for various rebates and/or incentives. Property owners are entitled to the financial benefits arising from such rebates and/or incentives. FIGTREE does not assist with processing rebates and/or incentives; all processing of rebates and/or incentives is between the property owner and the agency offering the rebate and/or incentive.

No Personal Guarantee: FIGTREE PACE financings are land-secured and require no personal guarantee.

Capitalized Interest: Any interest accruing from the time of fund allocation to the next applicable debt service payment will be capitalized (added to the assessment). FIGTREE will notify the property owner of the amount of capitalized interest before the property owner signs closing documents.

Reserve Account: Funds equal to half of one year's assessment payment will be set aside from your total FIGTREE PACE financing amount. The balance of funds in the Reserve Account will be credited to the property owner to cover all or a portion of the final assessment payment(s), provided that the funds have not been depleted by delinquencies. The Reserve Account is not an out-of-pocket expense for the property owner, but apportioned from the total amount of FIGTREE PACE financing.

Fees

Application Fee: A non-refundable fee of \$495 is due upon application. An additional \$100 charge will apply to each of any additional parcels in connection with the assessment. This fee pays for costs incurred in processing each application, including a title search to verify property ownership and any liens on the property.

Annual Administrative Fee: An annual charge up to 3% of the annual assessment amount may be incurred for recovery of the program's administrative costs.

County Auditor-Controller Fee: The Auditor-Controller of the county in which the property is located may charge up to \$40 annually for processing assessment payments through the property tax bill.

Closing Fee: FIGTREE charges a closing fee up to 4% of the total financing to cover costs of issuing bonds to fund projects. Like the Reserve Account, this fee is not an out-of-pocket expense for the property owner, but apportioned from the total financing.

Pre-Payment Fee: The assessment can be paid off early. Early retirement of the FIGTREE PACE assessment will incur a Pre-Payment Fee according to the following schedule:

If paid off in years:	Fee:
1 thru 7	105%
8 thru 9	104%
10 thru 11	103%
12 thru 20	102%

Qualifications

Legal Owner: Applicant must be the property owner of record.

Current on Taxes: Applicant must be current on property taxes for the property to be improved and must not have been delinquent in the past three (3) years or since owning the property, if less than 3 years.

Current on Mortgage (if applicable): If the property is mortgaged, the Applicant/Owner must be current on mortgage payments and must not have been delinquent in the past three (3) years or since owning the property, if less than 3 years.

No Bankruptcy: Applicant must not be in bankruptcy and must not have been in bankruptcy in the past five (5) years. The property must not be an asset in bankruptcy.

Value-to-Lien Not "Underwater": The outstanding mortgage must not be an amount greater than the property's total assessed value (Owner must not be "underwater"). In certain cases, an appraised value can be used if the assessed total value is deemed inaccurate (e.g. the assessment value is not commensurate with current market value).

Acknowledgement

I/We acknowledge that I/we have received the Disclosures Regarding Rates, Fees, and Other Information and agree to the terms. I/we also understand that a FIGTREE PACE financing amount and annual assessment payment will be calculated based on the fees and criteria described herein. Such financing amount and annual assessment payment will be presented in the Assessment Financing Contract on a not-to-exceed basis, which must be executed by the Property Owner prior to issuance of funds.

Owner 1 Initials	Owner 2 Initials	Additional Owner(s) Initials
Date	Date	Date

6. Disclosures Regarding Assessment Financing

Figtree Energy Resource Company ("FIGTREE") is the administrator of the FIGTREE PACE program, which has been adopted by the California Enterprise Development Authority ("CEDA") and certain cities and counties that are members of CEDA.

What is FIGTREE PACE. The FIGTREE PACE program establishes the manner by which CEDA and/or the City and County Agencies in which the property is situated may make assessment financing available to property owners pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10) for the installation of energy efficiency improvements that are permanently affixed to the owner's real property (the "Property"). Each financing will be made pursuant to an Assessment Financing Contract between CEDA and the property owner.

How it Works. The financing will be secured by and be repayable through an assessment levied against the Property (the "Assessment"). Each year until the financing is repaid, assessment installments (including principal, interest and administrative costs) will be collected on the property tax bill for the Property in the same manner and at the same time as general property taxes. **Assessment installments will be subject to the same penalties, remedies (including foreclosure and sale of the property), and lien priorities as property taxes in the event of delinquency.**

Priority of Lien. The Assessment and each installment thereof, and any interest and penalties thereon, will constitute a lien against the Property until paid even though prior to full payment the Property is conveyed to another person. An assessment lien will be recorded against the owner's Property in the office of the County Recorder in the County in which the Property is situated. Such lien will be paramount to all existing and future private liens against the Property, including mortgages, deeds of trust and other security instruments.

Default of Other Agreements. Before completing this FIGTREE PACE Program Application, a property owner should carefully review any agreement(s) or security instrument(s) which affect the Property or to which the property owner is a party. **ENTERING INTO A FIGTREE PACE PROGRAM ASSESSMENT FINANCING AGREEMENT WITHOUT THE CONSENT OF THE OWNER'S EXISTING LENDER(S) COULD CONSTITUTE AN EVENT OF DEFAULT UNDER SUCH AGREEMENTS OR SECURITY INSTRUMENTS. DEFAULTING UNDER AN EXISTING AGREEMENT OR SECURITY INSTRUMENT COULD HAVE SERIOUS CONSEQUENCES TO THE PROPERTY OWNER, WHICH COULD INCLUDE THE ACCELERATION OF THE REPAYMENT OBLIGATIONS DUE UNDER SUCH AGREEMENT OR SECURITY INSTRUMENT.**

Lender Consent. Under the FIGTREE PACE program, mortgage lender consent is required before the financing is approved. FIGTREE may assist with the Lender Consent process where applicable. If you have any questions regarding any agreements or security instruments which affect the Property or to which you are a party or your authority to enter into an Assessment Financing Contract with CEDA, please consult with your own legal counsel and/or your lender(s). CEDA and/or FIGTREE staff will not provide property owners with advice regarding existing agreements or security instruments.

FIGTREE will send notices requesting lender consent (the "Notice and Request for Lender Consent") via certified mail to all Mortgage Lenders' names and addresses listed in the Property Owner's Mortgage Loan Agreement, Promissory Note, Deed of Trust, and other Security Agreements as applicable (collectively the "Mortgage Documents"), as described by a title report obtained by FIGTREE.

If there is no written lender consent received from the Mortgage Lender within 30 days after the postmarked date of the Lender Consent, (the "Lender Consent Period"), the Participating Property Owner may request FIGTREE to proceed with the Property Owner's participation in the Program. The FIGTREE will review such a request and may determine to proceed subject to additional disclosures or documents required by FIGTREE.

If you have any questions regarding any agreements or security instruments which affect your Property or to which you are a party or your authority to enter into an Assessment Financing Contract with CEDA, please consult with your own legal counsel and/or your lender(s). CEDA AND/OR FIGTREE STAFF WILL NOT PROVIDE PROPERTY OWNERS WITH ADVICE REGARDING EXISTING AGREEMENTS OR SECURITY INSTRUMENTS.

Acknowledgement

I/We acknowledge that I/we have received the Disclosures Regarding Assessment Financing and agree to the terms.

Owner 1 Initials	Owner 2 Initials	Additional Owner(s) Initials
Date	Date	Date

7. Declarations and Acknowledgments

By signing this Application below, the undersigned hereby declares under penalty of perjury under the laws of the State of California all of the following:

1. **Ownership:** I/(we) am/(are) current owner(s) of record of the Property described herein (the "Property").
2. **Bankruptcy:** I/(we) have not, and the Property described herein has not, been involved in a bankruptcy proceeding in the past five (5) years.
3. **Delinquency:** I/(we) have been current on all mortgage(s) or other loan(s) secured by the Property and all property taxes for the past (3) three years.
4. **Information:** That (i) the information provided in this Application is true and correct and (ii) that I/(we) understand that any intentional or negligent misrepresentation(s) of the information contained in this Application may result in civil liability and/or criminal penalties and liability for monetary damages to the California Enterprise Development Authority ("CEDA") and/or the City and County Agencies in which the Property resides, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I/(we) have made in this Application.
5. **Assessment Financing Contract Authority:** I/(we) am/(are) applying for assessment financing pursuant to the FIGTREE PACE program. **I/(we) understand that I/(we) must execute an Assessment Financing Contract with CEDA in order to receive financing** and I/(we) have the authority, without the consent of any third party which has not been previously obtained, to execute and deliver the Assessment Contract, this Application, and the various documents and instruments referenced herein.
6. **Default of other agreements:** I/(we) have read the "Default of Other Agreements" and "Lender Consent" provisions in the Disclosure Regarding Assessment Financing document and understand that participation in the FIGTREE PACE financing program will require a the consent of my/our mortgage lender if the property is mortgaged and a lender may not grant consent in some cases. I/(we) am/(are) responsible for obtaining the lender's consent prior to executing the Assessment Financing Contract.
7. **Improvements Representations:**
 - a. I/(we) agree that the selection of product(s), equipment, and/or measures referenced in this Application (the "Equipment"), the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and the decision regarding the purchase, installation and ownership maintenance of the Equipment is/are my/(our) sole responsibility and that I/(we) do not rely upon any representations or recommendations of Figtree Energy Resource Company ("FIGTREE"), the FIGTREE PACE program, CEDA and/or the City and County Agencies in which the property is situated, in making such selection or decision.
 - b. I/(we) understand that FIGTREE, the FIGTREE PACE program, CEDA and/or the City and County Agencies in which the Property is situated, makes no warranty, whether express or implied, including without limitation, the implied warranties of merchantability and fitness for any particular purpose, use or application of the Equipment.

- c. I/(we) agree that FIGTREE, the FIGTREE PACE program, CEDA and/or the City and County Agencies in which the property resides, has no liability whatsoever concerning (i) the quality or safety of the Equipment, including its fitness for any purpose, (ii) the estimated energy savings produced by the Equipment, (iii) the workmanship of any third parties, (iv) the installation or use of the Equipment including, but not limited to, any effect on indoor pollutants, or any other matter with respect to the FIGTREE PACE program.
- d. I/(we) understand that I/(we) is/are responsible for meeting the requirements and complying with all the applicable Federal/State/County/City laws and any agreement which affects the use of the Property, including homeowners' association (HOA) regulations, if any.

8. Indemnification and Waiver of Claims: I/(we) agree to indemnify, and waive the right to recover from, CEDA, FIGTREE, any City or County from and against all losses, liabilities, claims, damages, etc. arising out of this Financing including (i) Documents, (ii) the Improvements, (iii) any breach or default by me/(us), (iv) damage to my Property, (v) personal injury or death, (vi) merchantability and fitness of Improvements, (vii) the amount of energy savings, (viii) the workmanship of third parties, and (ix) any other matter with respect to this the FIGTREE PACE program.

Acknowledgement

I/We acknowledge that I/we have received the Declarations and Acknowledgments and agree to the terms.

Owner 1 Initials	Owner 2 Initials	Additional Owner(s) Initials
Date	Date	Date

8. Assignment of Green Attributes to Figtree Energy Resource Company

Certain Green Attributes may arise from the Improvements financed through the Figtree PACE program. Where applicable, Figtree Energy Resource Company may aggregate Green Attributes from the Improvements.

Owner acknowledges that any Green Attributes, including renewable energy credits attributable to the Improvements, shall be owned by Figtree Energy Resource Company.

Green Attributes

The undersigned participating Property Owner in the Figtree PACE program hereby provides and conveys all Green Attributes, including Renewable Energy Credits ("REC"), associated with all electricity generation from the Improvements to Figtree Energy Resource Company. Property Owner represents and warrants that Property Owner holds the rights to all Green Attributes (including REC) from the Improvements, and Property Owner agrees to convey and hereby conveys all such Green Attributes (including REC) to Figtree Energy Resource Company.

Definitions

"Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Improvements, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy.

"Renewable Energy Credit" has the meaning set forth in Public Utilities Code Section 399.12(f), as may be amended from time to time or as further defined or supplemented by Law.

Acknowledgement

I/We acknowledge that I/we have received the Assignment of Green Attributes to Figtree Energy Resource Company and agree to the terms.

Owner 1 Initials	Owner 2 Initials	Additional Owner(s) Initials
Date	Date	Date

9. Application Fee Payment

At this time, payment must be submitted by check to:

Figtree Energy Resource Company
9915 Mira Mesa Blvd, Suite 130
San Diego, CA 92131

Application Fee

The Application Fee is non-refundable. If you proceed with the financing, you have the choice to roll the Application Fee into the total amount financed and you will be reimbursed the Application Fee after the project funding date.

If you have more than one Assessor's Parcel Number (APN), an additional \$100 will need to be added for each. *Note: The parcels must be adjoining. If you have multiple parcels that are not adjoining, each will require its own application and \$495 application fee.*

Calculate your payment:

Base Application Fee (includes one parcel number) \$495

Number of Additional Parcels

	x	\$100
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Total Payment Due _____

If your application is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the written statement, please contact Figtree within 60 days from the date you are notified of the denial. Figtree will provide you a written statement of the reasons for the denial within 15 days of receiving your request for the statement.

Application Checklist

Please check to see if any of the following apply.

- ☐ Copy of trust/partnership/LLC/corporation supporting documents identifying authorized signers
- ☐ Copy of recent mortgage statement
- ☐ Check for Application Fee